

EXHIBIT A

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17 **UNITED STATES DISTRICT COURT**
18 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

19
20 **Eduardo Munoz**, individually and on
behalf of all others similarly situated,

21 Plaintiff,

22 v.

23 **7-Eleven, Inc.**, a Texas corporation,

24 Defendant.
25
26
27
28

Case No. 2:18-cv-03893-RGK-AGR

STIPULATION OF SETTLEMENT

Judge: Hon. R. Gary Klausner
Magistrate Judge: Hon. A. Rosenberg

Complaint Filed: May 9, 2018
Trial Date: July 2, 2019

STIPULATION OF SETTLEMENT

1 This Stipulation of Settlement (the “Agreement” or “Settlement Agreement”)
2 is dated June 17, 2019 (irrespective of when signed for reference purposes), and is
3 entered into by and among (i) Plaintiff Edwardo Munoz on behalf of himself and the
4 Settlement Class (as defined below), and (ii) Defendant 7-Eleven, Inc. (“7-Eleven”
5 or “Defendant”). This Agreement is intended by the Parties to fully, finally, and
6 forever resolve with prejudice, discharge, and settle the Released Claims (as defined
7 below), as well as any and all other matters at issue, or potentially at issue, in this
8 litigation, upon and subject to the terms and conditions of this Agreement and
9 subject to the final approval of the Court having jurisdiction over the Parties and
10 these Released Claims.

11
12 **RECITALS**

13 A. On May 9, 2018, named plaintiff Edwardo Munoz filed a class action
14 complaint and jury demand in this Court in the above-captioned action on behalf of
15 himself and all others similarly situated against Defendant 7-Eleven, Inc.

16 B. Following meet-and-confer efforts between the Parties, Plaintiff filed a
17 First Amended Complaint on July 9, 2019 (“FAC”), which is the operative complaint
18 in this matter. The FAC alleges that 7-Eleven violated the Fair Credit Reporting Act’s
19 (“FCRA”) “stand alone” and “clear and conspicuous” requirements of 15 U.S.C. §
20 1681b(b)(2)(A)(i) with the background check disclosure and authorization form
21 (“Form”) Plaintiff and the Class executed as part of their newhire paperwork. The
22 FAC sought damages and injunctive relief on behalf of a nationwide class.

23 C. On October 19, 2018, the Court, the Honorable R. Gary Klausner
24 presiding, granted Plaintiff’s Motion for Class Certification (dkt. 43).

25 D. Prior to and following class certification, and throughout the case, the
26 Parties have engaged in motion practice, class certification, written and oral
27 discovery, and informal discovery regarding the size and scope of the Class and the
28 underlying merits of the case.

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1 E. On April 9, 2019, counsel for Plaintiff Munoz, 7-Eleven's corporate
2 representative, and counsel for 7-Eleven engaged in a full-day mediation in Toronto,
3 Ontario, Canada, with Michael Dickstein of Dickstein Dispute Resolution, a well-
4 respected mediator, in an attempt to resolve the case.

5 F. Through the mediation process, the Parties conducted further informal
6 discovery and exchanged additional information about the size and scope of the
7 Class.

8 G. Following extensive back-and-forth discussions and negotiations
9 facilitated by Mr. Dickstein, the Parties reached an agreement on the framework of
10 the proposed settlement and the relief to be made available to the Class upon Court
11 approval.

12 H. Following an agreement in principle with respect to the relief to be
13 afforded to the Class, the Parties negotiated an incentive award for the proposed
14 Class Representative and reasonable attorneys' fees for proposed Class Counsel.

15 I. At all times, 7-Eleven has denied and continues to deny all wrongdoing
16 whatsoever and has denied and continues to deny that it committed, threatened, or
17 attempted to commit any wrongful act or violation of any law or duty alleged in the
18 Action, including but not limited to the FCRA. 7-Eleven also contends that it has
19 acted properly in all respects in connection with its procurement and use of
20 consumer reports/background checks for applicants and employees.

21 J. 7-Eleven also denies: (1) each and every claim and contention alleged;
22 (2) all charges of wrongdoing or liability against it or its agents arising out of any
23 conduct, statements, acts, or omissions alleged in the Action; and (3) that Plaintiff or
24 the Class are entitled to any form of damages or other relief based on the conduct
25 alleged in the Action.

26 K. 7-Eleven also maintains that it has strong, meritorious defenses to the
27 claims alleged in the Action and that it was prepared to vigorously defend all aspects
28 of the Action. Nonetheless, having conducted an investigation of the facts, analyzed

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1 the relevant legal issues, and taken into account the uncertainty and risks inherent in
2 any litigation, 7-Eleven has concluded that further defense of the Action would be
3 protracted, burdensome, and expensive and that as such, it is desirable and beneficial
4 to fully and finally settle and resolve the Action in the manner and upon the terms
5 and conditions set forth in this Agreement.

6 L. This Agreement therefore is a compromise of disputed rights and
7 remedies between the Parties, and the Parties acknowledge and agree it represents a
8 fair and reasonable resolution of disputes, claims, and defenses for all concerned.
9 This Agreement, any related documents, and any associated negotiations may not be
10 construed as, or deemed to be evidence of, or an admission or concession of, liability
11 or wrongdoing on the part of 7-Eleven or any of the Released Parties (defined
12 below) with respect to any claim of any fault, liability, wrongdoing, or damage
13 whatsoever.

14 M. It is understood and agreed that this Agreement represents a full and
15 final resolution of all claims, at law or in equity, whether known or unknown, that
16 relate to, are based on, or arise out of the facts, allegations, claims, causes of action,
17 transaction or series of transactions, or damages alleged or that were or could have
18 been brought in the Action.

19 N. Plaintiff Munoz believes that the claims asserted in the Action against 7-
20 Eleven on behalf of himself and the certified Class have merit and that he and the
21 Class would have ultimately been successful in prevailing on the merits.
22 Nonetheless, Plaintiff Munoz and Class Counsel recognize and acknowledge that 7-
23 Eleven has raised factual and legal defenses that present a risk that Plaintiff Munoz
24 and the Class may not prevail. Plaintiff and Class Counsel have also taken into
25 account the uncertain outcome and risks of any litigation, especially in complex
26 actions, as well as the difficulties, delays, and expenses inherent in such litigation.
27 Therefore, Plaintiff believes that it is desirable that the Released Claims be fully and
28

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1 finally compromised, settled and resolved, with prejudice, and be barred pursuant to
2 the terms set forth in this Agreement.

3 O. Based on their evaluation, Class Counsel have concluded that the terms
4 and conditions of this Agreement are fair, reasonable, and adequate to the Class and
5 that it is in the best interests of the Class to settle the claims raised in the Action
6 pursuant to the terms and provisions of this Agreement.

7 P. The Parties agree that the Action has been resolved in good faith, after
8 significant arm's-length bargaining, presided over by a neutral and respected
9 mediator, and that the settlement reflected in this Agreement confers substantial
10 benefits upon each of the Parties.

11 Q. Accordingly, to avoid the costs of trial and the exigencies of continued
12 litigation and to settle and dispose of, fully and completely and forever, the Released
13 Claims and any and all claims and causes of action asserted in the Action, subject to
14 final approval of the Court after a fairness hearing or hearings as provided for below,
15 and that upon final approval of this Agreement by the Court and fulfillment of each
16 Party's obligations the Court will enter a final order dismissing this Action with
17 prejudice.

18 SETTLEMENT AGREEMENT

19 **1. DEFINITIONS**

20 In addition to terms defined throughout this Agreement and in any
21 schedule or exhibits, the following terms shall have the meaning set forth below and
22 shall be deemed defined, for purposes of this Agreement only, as follows:

23 **1.1 "Action"** means this lawsuit, which is captioned *Munoz v. 7-Eleven,*
24 *Inc.*, 2:18-cv-03893-RGK-AGR (C.D. Cal.).

25 **1.2 "Approved Claim"** means a Claim that meets all requirements
26 expressly set forth in this Agreement and approved by the Settlement
27 Administrator that also meets the following requirements: (a) the Claim is
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1 submitted on a timely basis in accordance with the directions on the Claim Form
2 and the provisions of this Agreement, (b) the Claim is fully and truthfully
3 completed and executed by a Class Member and provides all of the information
4 requested on the Claim Form, (c) the Claim is signed by the Class Member,
5 subject to the penalties of perjury, and (d) the Claim Form is verified by the
6 Settlement Administrator as being on the Class List and not a duplicate or
7 otherwise invalid claim, pursuant to Section 2 of this Agreement.

8 **1.3 “Claim”** means a written claim on the approved “Claim Form”
9 submitted by a Class Member to the Settlement Administrator requesting to
10 participate in and receive a benefit under the terms of this Settlement Agreement.

11 **1.4 “Claimant Payments”** mean the amounts due to each Class Member
12 who timely files an Approved Claim equal to the Class Member’s share of the Net
13 Settlement Fund.

14 **1.5 “Claims Deadline”** means the date by which all Claim Forms must
15 be postmarked or received by the Settlement Administrator in order to be
16 considered timely. The Claims Deadline shall be a date no later than fourteen (14)
17 days prior to the deadline for Class Counsel and Plaintiff to file a Motion for Final
18 Approval. The Claims Deadline shall be clearly set forth in the Preliminary
19 Approval Order and on the Notice and the Claim Form.

20 **1.6 “Claim Form”** means the forms drafted by Class Counsel and
21 Defendant, subject to the Court’s approval, which, to recover a portion of the
22 Settlement, each Class Member must complete in full, sign, and timely mail to the
23 Settlement Administrator. The Claim Form will be mailed to each Class Member
24 with the notice and will be made available in paper format upon request to the
25 Settlement Administrator or to Class Counsel.

26 **1.7 “Class” or “Settlement Class”** means all Persons who fall into the
27 definition of either class certified by the Court in its Order granting Class
28 Certification of October 18, 2018 (dkt. 43), which for convenience were defined as

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1 follows:

2 **Disclosure Class:** All persons in the United States who (1) from a date [two
3 years] prior to the filing of this initial complaint in this action to the date
4 notice is sent to the Disclosure Class; (2) applied for employment with
5 Defendant; (3) about whom Defendant procured a consumer report; and (4)
6 who were provided the same for FCRA disclosure and authorization as the
7 disclosure and authorization form that Defendant provided to Plaintiff.

8 **California Subclass:** All members of the Disclosure Class who reside in
9 California.

10 **1.8 “Class Counsel”** means Steven Woodrow and Patrick Peluso of
11 Woodrow & Peluso, LLC.

12 **1.9 “Class List”** means the list of Persons identified by 7-Eleven to be
13 provided to the Settlement Administrator who are members of the Class, which 7-
14 Eleven represents it used its best efforts to compile.

15 **1.10 “Class Member” or “Settlement Class Member”** means a Person is
16 a member of the Class (including the proposed Class Representative) who has not
17 submitted a valid request for exclusion. 7-Eleven reasonably believes that the total
18 estimated size of the Class is comprised of approximately 59,920 Persons.

19 **1.11 “Class Representative” or “Named Plaintiff”** means Plaintiff
20 Edwardo Munoz, subject to the approval of the Court.

21 **1.12 “Court”** means the United States District Court for the Central
22 District of California.

23 **1.13 “Cy Pres Designees”** means the Education Fund of the National
24 Association of Consumer Advocates. Should the Court not approve the Education
25 Fund of the National Association of Consumer Advocates as a *cy pres* recipient,
26 the *Cy Pres* Recipient shall mean any other such organization that the Court deems
27 appropriate.

28 **1.14 “Defendant” or “7-Eleven”** means 7-Eleven, Inc.

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1 **1.15 “Defense Counsel” or “7-Eleven’s Counsel”** means defense
2 counsel, Julie Trotter, Delavan Dickson, and Kent Christensen of Call & Jensen.

3 **1.16 “Effective Date”** means one (1) business day after which all of the
4 events and conditions specified in Section 9.1 have occurred or have been met.

5 **1.17 “Fair Credit Reporting Act” or “FCRA” or “the Act”** means and
6 refers to the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*

7 **1.18 “Fee Award”** means the amount of reasonable attorneys’ fees and
8 reimbursement of expenses, if any, awarded by this or any other Court to Class
9 Counsel for their work pursuing this Action which Defendant will pay from the
10 Settlement Fund.

11 **1.19 “Final”** means one business day following the latest of the following
12 events: (i) the date upon which the time expires for filing or noticing any appeal of
13 the Court’s Final Order approving this Settlement Agreement; (ii) if there is an
14 appeal or appeals, other than an appeal or appeals solely with respect to the Fee
15 Award, the date of completion, in a manner that finally affirms and leaves in place
16 the Final Order without any material modification, of all proceedings arising out
17 of the appeal or appeals (including, but not limited to, the expiration of all
18 deadlines for motions for reconsideration or petitions for review or *certiorari*, all
19 proceedings ordered on remand, and all proceedings arising out of any subsequent
20 appeal or appeals following decisions on remand); or (iii) the date of final
21 dismissal of any appeal or the final dismissal of any proceeding on *certiorari*.

22 **1.20 “Final Approval Hearing”** means the fairness hearing under Rule
23 23(e) during which the Parties will ask the Court to enter the Final Order
24 approving the Settlement Agreement, the incentive award to the Class
25 Representative, and the Fee Award, to be scheduled in the Preliminary Approval
26 Order and set forth in both the Short Form Notice and Long Form Notice.

27 **1.21 “Final Approval Order and Judgment”** means the order in which
28 the Court grants final approval of this Settlement Agreement, authorizes the entry

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1 of a final judgment, and dismisses the Action with prejudice.

2 **1.22 “Funding Date”** means the date by which 7-Eleven must forward to
3 the Settlement Administrator by wire the sum of the balance remaining between
4 the Initial Deposit and the Settlement Fund. The Funding Date shall be no later
5 than fourteen (14) days following the date the Final Approval Order and Judgment
6 becomes Final.

7 **1.23 “Incentive Award”** means the amount, if any, approved by the Court
8 as a payment to the Class Representative in recognition of the Class
9 Representative’s time, effort, and exposure on behalf of the Class Members.

10 **1.24 “Judgment”** means the Judgment entered to by the Court
11 incorporating the terms of this Settlement Agreement as approved in the Final
12 Order.

13 **1.25 “Long Form Notice”** means traditional “long form” notice to be
14 made available on the Settlement Website, describing the terms of this Settlement
15 Agreement and containing information on how to file a claim, opt-out of the
16 Settlement Class, or object, and which will be made available in accordance with
17 Section 4 of this Settlement Agreement, substantially in the form of Exhibit A
18 hereto.

19 **1.26 “Nationwide”** means the fifty (50) states of the United States of
20 America and its territories or possessions that are subject to the FCRA or any
21 claims asserted in the Action.

22 **1.27 “Net Settlement Fund”** defined and calculated as the total
23 Settlement Fund (one million nine hundred seventy two-thousand and five
24 hundred dollars, \$1,972,500 USD) less the sum of all Settlement Administration
25 Costs, any Incentive Award to the Settlement Class Representative, and any Fee
26 Award as approved by the Court respectively).

27 **1.28 “Notice Date”** means the date by which direct-mail notice under the
28 Notice Plan set forth in Section 4 has been sent, which shall be a date no later than

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1 twenty one (21) days after entry of the Preliminary Approval Order.

2 **1.29 “Notice Plan”** means the proposed plan developed by the Settlement
3 Administrator and approved by the Parties for disseminating notice to members of
4 the Class of the proposed Settlement Agreement and of the Final Approval
5 Hearing.

6 **1.30 “Objection/Exclusion Deadline”** means the date by which a written
7 objection to this Settlement Agreement or a request for exclusion by a Person
8 within the Class must be postmarked or filed with the Court, which shall be
9 designated as a date no earlier than forty-five (45) days after the Notice Date and
10 at least fourteen (14) days after papers supporting the Fee Award are filed with the
11 Court and made available on the Settlement Website.

12 **1.31 “Parties” or “Settling Parties”** means Plaintiff Edwardo Munoz
13 and Defendant 7-Eleven.

14 **1.32 “Person”** means any individual or any entity including, without
15 limitation, a corporation, partnership, limited partnership, limited liability
16 partnership, limited liability company, association, joint stock company, estate,
17 legal representative, trust, unincorporated association, and any other business or
18 legal entity and their respective predecessors, successors, representatives, and
19 assigns.

20 **1.33 “Plaintiff”** means the Named Plaintiff Edwardo Munoz.

21 **1.34 “Preliminary Approval”** means the Court’s preliminary approval of
22 the Settlement Agreement and approval of the form of the Notice and of the
23 Notice Plan.

24 **1.35 “Preliminary Approval Order”** means the Court’s order
25 preliminarily approving the Settlement Agreement, confirming the prior
26 certification of the Class, and directing notice of the Settlement to the Class.

27 **1.36 “Released Claims”** means any and all actual, potential, filed, known
28 or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected,

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1 claims, demands, liabilities, rights, causes of action, contracts or agreements,
2 extra-contractual claims, punitive, treble, exemplary, statutory, or multiplied
3 damages, expenses, costs, attorneys' fees, fines, penalties, awards, interest
4 (including pre-judgment interest), and all other obligations, whether in law or in
5 equity, accrued or unaccrued, direct, individual or representative, of every nature
6 and description whatsoever, whether based on the FCRA or any other federal,
7 state, local, statutory or common law or any other law, rule or regulation,
8 including the law of any jurisdiction outside the United States (including both
9 direct, vicarious, and derivative claims), and whether known or unknown, against
10 the Released Parties or any of them that relate to, are based on, or arise out of the
11 facts, allegations, claims, causes of action, transaction or series of transactions, or
12 damages alleged or that were or could have been brought in the Action, including
13 any and all alleged violations of the FCRA or any similar federal, state, local,
14 statutory, or common law or any other similar law, rule or regulation.

15 **1.37 "Released Parties"** means Defendant 7-Eleven and all current and
16 former, direct and indirect, parents, subsidiaries, brother-sister companies, and all
17 other affiliates and related partnerships, joint ventures, or other entities, and, with
18 respect to each of them, their predecessors and successors; and, with respect to
19 each such entity, all of its past, present, and future employees, officers, directors,
20 stockholders, owners, insurers, representatives, assigns, attorneys, agents, insurers,
21 employee benefit programs (and the trustees, administrators, fiduciaries, and
22 insurers of such programs), and any other persons acting by, through, under or in
23 concert with any of the persons or entities listed in this section, and their
24 successors.

25 **1.38 "Releasing Parties"** means Plaintiff Munoz and those Class
26 Members who do not timely opt out of the Class (whether or not such Class
27 Members submit claims).

28 **1.39 "Settlement Administration Expenses"** means the expenses
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1 incurred by the Settlement Administrator in providing Notice, maintaining the
2 Settlement Website, processing claims, mailing checks for Approved Claims, as
3 well as any costs incurred in sending the Class Action Fairness Act notices
4 described in Section 4.2(g) below. 7-Eleven will pay all Settlement Administration
5 Expenses incurred in connection with this Agreement.

6 **1.40 “Settlement Administrator”** means the third-party administrator
7 selected by the Parties and approved by the Court to oversee the distribution of
8 Notice and to process and pay Approved Claims to the Class Members, in
9 accordance with the terms and conditions set forth in this Agreement, and any
10 other amounts to any other Persons required under this Agreement.

11 **1.41 “Settlement Agreement” “Settlement” or “Agreement”** means this
12 Agreement and the settlement contemplated hereunder.

13 **1.42 “Settlement Checks”** mean the checks to be issued by the Settlement
14 Administrator from the Settlement Fund in the amount of the Claimant Payments.
15 Settlement Checks shall be issued no later than twenty one (21) days following the
16 Funding Date.

17 **1.43 “Settlement Fund”** means the total aggregate common fund that 7-
18 Eleven will be obligated to pay by operation of this Settlement Agreement if it
19 receives final approval from the Court and the Judgment becomes Final. The
20 Settlement Fund equals one-million, nine-hundred seventy-two thousand, five-
21 hundred dollars (\$1,972,500 USD) and constitutes 7-Eleven’s exclusive and total
22 payment obligation under this Settlement Agreement to settle the Action in full.
23 The Settlement Fund will be used to pay: (a) the Settlement Checks to Settlement
24 Class Members who submit Approved Claims; (b) any Fee Award; (c) any
25 Incentive Award approved by the Court; and (d) all Settlement Administration
26 Costs. The Settlement Fund represents the total extent of 7-Eleven’s monetary
27 obligations under this Agreement. The Settlement Fund shall be maintained in an
28 interest-bearing account if possible at a bank chosen by the Settlement

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1 Administrator (“the Settlement Bank Account”). The Settlement Administrator
2 shall establish the Settlement Bank Account at a bank that is insured by the
3 Federal Deposit Insurance Corporation and that has total assets of at least five-
4 hundred million dollars (\$500,000,000 USD) and a short-term deposit rating of at
5 least P-1 (Moody’s) or A-1 (Standard & Poor’s). Any costs associated with
6 opening and/or maintaining the bank account to hold the Settlement Fund shall be
7 deducted from the Settlement Fund. The Settlement Administrator shall be
8 responsible for all tax filings with respect to any earnings on the Settlement Fund
9 and the payment of all taxes that may be due on such earnings.

10 **1.44 “Settlement Website”** means the Internet website to be established,
11 administered and maintained by the Settlement Administrator as set forth in
12 Section 4 of this Settlement Agreement which shall contain the Long Form
13 Notice, important dates and deadlines, and key Settlement documents and orders.
14 The Settlement Website will also allow Settlement Class Members to file Claim
15 Forms electronically.

16 **1.45 “Short Form Notice”** means the notice of this proposed Class
17 Action Settlement and Final Approval Hearing, which will be delivered via direct-
18 mail notice to the Class Members in substantially the manner set forth in this
19 Agreement, consistent with the requirements of due process and Rule 23, as
20 expressly provided in this Agreement and as substantially in the form attached as
21 Exhibit B.

22 **2. CLASS BENEFITS**

23 **2.1 Payments to Settlement Class Members.** No later than the Funding
24 Date, 7-Eleven shall deposit into the Settlement Bank Account the Settlement Fund .
25 7-Eleven shall have no payment obligations under this Settlement other than the
26 Settlement Fund. In the event that this Settlement Agreement terminates or is not
27 approved, any advances paid to the Settlement Administrator by 7-Eleven that have
28 not been spent, and are not required for amounts that are due and payable for

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1 reasonable and identified notice and administration costs already incurred, shall,
2 within ten (10) business days, be returned by the Settlement Administrator to 7-
3 Eleven by payment to an account designated by 7-Eleven.

4 a) To facilitate the notice and claims administration process, 7-
5 Eleven and its counsel will provide to the Settlement Administrator, in an
6 electronically searchable and readable format, the Class List. Any information on the
7 Class List shall be provided solely for the purpose of providing notice to the Class
8 and informing them about their rights further to this Settlement, shall be kept in strict
9 confidence and, subject to a Stipulated Protective Order, shall not be disclosed to any
10 third party other than the parties to this Agreement and their counsel if necessary to
11 effectuate the terms of the Agreement or the administration process, shall be used for
12 no other cases, and shall be used for no other purpose.

13 b) Subject to the terms and conditions of this Agreement, Class
14 Members shall qualify for payment from the Settlement Fund if they submit a Claim
15 Form before the Claims Deadline that is an Approved Claim and they are on the
16 Class List. Only one claim per person shall be permitted.

17 c) Each Class Member who submits an Approved Claim shall be
18 eligible to receive one (1) Claimant Payment of equal value, which is to be
19 determined by dividing the Net Settlement Fund by the total number of Approved
20 Claims. However, in no event shall any Class Member receive a Claimant Payment
21 greater than five-hundred fifty dollars (\$550), which shall be the maximum payout.
22 If the \$550 cap is triggered, any remaining funds from the Net Settlement Fund shall
23 be distributed evenly among the *Cy Pres* designees approved by the Court.

24 d) Settlement Checks for the Claimant Payments shall be valid for
25 ninety (90) days after issuance. Settlement Checks shall be issued to Class members
26 who filed Approved Claims within twenty-one (21) days of the Funding Date. Any
27 funds associated with Settlement Checks not cashed by Settlement Class Members
28 within that time will remain in the Settlement Fund unless such Settlement Check is

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1 returned as undeliverable to the Settlement Administrator within the 90-day period
2 after issuance ("Returned Settlement Checks"). With respect to Returned Settlement
3 Checks, the Settlement Administrator will make one (1) reasonable attempt at re-
4 mailing to the address on file or to any updated address determined by using the
5 national change of address registry. Re-mailed checks shall be valid for ninety (90)
6 days after issuance of the re-mailing.

7 e) Any amounts remaining in the Settlement Fund after payment of
8 all Claimant Payments, Settlement Administration Costs, Fee Award and Incentive
9 Award will be paid to the *Cy Pres* Recipients, as approved by the Court.

10 f) Notwithstanding any judgment, principle, or statute, there shall
11 be no interest accrued, owing, or paid by 7-Eleven on the Claimant Payments, or on
12 the Settlement Fund, or on any other benefit available (or potentially available)
13 under this Agreement.

14 **2.2 Prospective Relief.** The Parties and Settlement Class agree that the
15 language below satisfies the requirements of 15 U.S.C. § 1681b(b)(2)(A)(i), which
16 is the content in 7-Eleven's current background check disclosure form:

17
18 **CONSUMER REPORT DISCLOSURE AND AUTHORIZATION**

19 7-Eleven, Inc. may obtain, where permitted, one or more "consumer reports" as that term is defined
20 in the Fair Credit Reporting Act ("FCRA") to use for employment purposes in connection with
21 your employment, or your application for employment (i.e., for the purpose of considering you for
22 employment) with 7-Eleven, Inc. Consumer reports may contain information concerning your
criminal history, driving history, education history, employment history, records of military
service, and other background information where permissible by law.

23 By affixing your electronic signature below, you authorize 7-Eleven, Inc. to obtain, where
24 permitted, one or more consumer reports in connection with your employment or application for
employment with 7-Eleven, Inc.

25
26 **First Name:**

Full Middle Name:

27 **Last Name:**

Address:

28 **Email Address:**

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1 **Date of Birth:**

2 **Social Security Number:**

3 This is an electronic signature and is given in accordance with U.S. federal regulations governing
4 the legal and binding effectiveness of electronic signatures. By providing this electronic signature,
5 you are acknowledging that you have carefully read this notice and authorization form, and
6 understand it.

7 **2.3 Payments Not Wages.** The Parties agree that payments under this
8 Agreement do not constitute wages, these payments are not subject to FICA or
9 other withholding, and each Settlement Class Member who is eligible for and
10 receives a payment under this Agreement will be solely responsible for payment
11 of any taxes on the amount received.

12 **3. RELEASES**

13 **3.1 Released Claims.** The obligations incurred under this Settlement
14 Agreement shall constitute a full and final disposition, settlement, and dismissal of
15 the Action and of any and all Released Claims by the Releasing Parties against all
16 Released Parties and each of them.

17 **3.2 Release.** Upon the Effective Date, the Releasing Parties and each of
18 them, jointly and severally, shall be deemed to have, and by operation of the Final
19 Order, shall have fully, finally, and forever released, relinquished, waived, and
20 discharged with prejudice all Released Claims against the Released Parties and
21 each of them.

22 **3.3 All Claims, Known and Unknown, Extinguished.** In addition, upon
23 the Effective Date the Class Representative, on behalf of himself and his present,
24 former, and future heirs, executors, administrators, representatives, agents,
25 attorneys, partners, successors, predecessors-in-interest, and assigns of each of
26 them, shall be deemed to have released any and all claims, known or unknown,
27 against 7-Eleven and the Released Parties that were or could have been brought
28 against 7-Eleven and the Released Parties either in the Action or in any separate
proceeding in any court of competent jurisdiction. 7-Eleven shall be able to raise a

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1 defense in any subsequent action alleging Released Claims that payments to any
2 Person based on an Approved Claim operates as an accord and satisfaction and a
3 release and waiver as to any claims such Persons may otherwise have arising
4 from, or which could have been asserted in, the Action.

5 **3.4 California Section 1542.** For the Released Claims, each Settlement
6 Class Member who applied for or worked in the State of California waives all
7 rights and benefits afforded by California Code Section 1542 and does so with full
8 understanding of the significance of that waiver. Section 1542 states: “**A general**
9 **release does not extend to claims that the creditor or releasing party does not**
10 **know or suspect to exist in his or her favor at the time of executing the**
11 **release and that, if known by him or her, would have materially affected his**
12 **or her settlement with the debtor or released party.**” The Class Representative
13 and Settlement Class Members acknowledge that they may discover facts in
14 addition to or different from those that they now know or believe to be true with
15 respect to the subject matter of this release, but that it is their intention to finally
16 and forever settle and release the Released Claims, notwithstanding any unknown
17 claims they may have, as that term is defined in this Agreement.

18 **4. NOTICE, EXCLUSIONS & OBJECTIONS**

19 **4.1 Notice Plan**

20 a) The Parties agree to provide the best notice that is practicable
21 under the circumstances, including individual notice to Persons in the Class who
22 may be identified through reasonable efforts.

23 b) 7-Eleven shall, within fourteen (14) days of entry of the
24 Preliminary Approval Order, provide the Settlement Administrator with the Class
25 List. The Settlement Administrator shall use the Class List to take all steps
26 reasonably necessary, including reverse phone look-ups of the phone numbers, to
27 identify the owner of the numbers in the Class List at the relevant time together
28 with such Persons’ last known mailing address and email address, where

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1 available. After identifying mailing addresses through this process, the Settlement
2 Administrator shall, by using the National Change of Address (“NCOA”) database
3 maintained by the United States Postal Service (“Postal Service”), obtain updated
4 mailing addresses, if available.

5 c) Within thirty (30) days following entry of the Preliminary
6 Approval Order, the Settlement Administrator shall send the Short Form Notice to
7 each Class Member via first class mail for those Class Members for whom a
8 mailing address has been obtained. Wherever an email address has been located,
9 the Settlement Administrator will also email the Short Form Notice, in a form
10 appropriate for email, to the email address. Neither the Parties nor the Settlement
11 Class Administrator shall have any obligation to mail or email the Short Form
12 Notice to any Settlement Class Member for whom no mailing address or email
13 address could be located following the process set forth in 4.3.b above. If and to
14 the extent deemed necessary by the Settlement Administrator, the last known
15 address of Persons in the Class will be subject to confirmation or updating as
16 follows: (i) the Settlement Administrator may conduct a reasonable search to
17 locate an updated address for any Person in the Class whose Short Form Notice is
18 returned as undeliverable; (ii) the Settlement Administrator shall update addresses
19 based on any forwarding information received from the United States Post Office;
20 and (iii) the Settlement Administrator shall update addresses based on information
21 it receives and through any requests received from Persons in the Class.

22 d) If any Short Form Notice sent under this Section is returned by
23 the Postal Service as undeliverable, the Settlement Administrator shall re-mail the
24 Short Form Notice once to the forwarding address, if any, provided by the Postal
25 Service on the face of the returned mail. Otherwise, the Settlement Administrator
26 shall attempt to send notice via email. Other than as set forth in this paragraph,
27 neither the Parties nor the Settlement Administrator shall have any other
28 obligation to re-mail the Short Form Notice.

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1 e) The Settlement Administrator shall have discretion to format
2 the Short Form Notice and Claim Form in a reasonable manner to minimize
3 mailing or administrative costs. Before the Short Form Notices are mailed, Class
4 Counsel and Counsel for Defendant shall first be provided with a proof copy of
5 any and all notices (including what the items will look like in their final form), and
6 shall have the right to inspect the same for compliance with the Settlement
7 Agreement and with any orders by the Court.

8 f) No later than twenty-one (21) days following the entry of the
9 Preliminary Approval Order, the Settlement Administrator shall cause the Long
10 Form Notice, a downloadable Claim Form that may be printed and mailed to the
11 Settlement Administrator, an electronic version of the Claim Form that may be
12 completed and submitted electronically, this Settlement Agreement and Exhibits,
13 the FAC, the Preliminary Approval Order, and any other relevant documents to be
14 made available on a dedicated Settlement Website, the website name/URL for
15 which is to be agreed upon by the Parties, to be administered by the Settlement
16 Administrator. When available, the Settlement Administrator shall make available
17 on the Settlement Website Class Counsel's application for a Fee Award and any
18 motion seeking approval of any Incentive Award as well as the Final Approval
19 Order. Any other content proposed to be included or displayed on the Settlement
20 Website shall be approved in advance by Class Counsel and Defendant's Counsel.
21 Such approvals shall not be unreasonably withheld.

22 g) Within thirty (30) days after entry of the Preliminary Approval
23 Order, the Settlement Administrator shall set up a toll-free telephone number that
24 will provide automated information about the settlement, the Class Members'
25 rights, important deadlines, and instructions as to how Class Members may
26 request and obtain hard-copy settlement documents. That telephone number shall
27 be maintained until the Claims Deadline. After that time, and through the date the
28 Final Approval Order is entered, a recording will advise any caller to the toll free

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1 telephone number that the Claims Deadline has passed and that details regarding
2 the settlement may be reviewed on the Settlement Website.

3 h) 7-Eleven and the Settlement Administrator shall be responsible
4 for timely compliance with any notice required by the Class Action Fairness Act
5 (“CAFA”), 28 U.S.C. § 1715. 7-Eleven shall provide proof of such compliance by
6 filing a confirmation declaration with the Court at least fourteen (14) days prior to
7 the Final Approval Hearing.

8 i) Claim Forms shall be returned or submitted to the Settlement
9 Administrator via U.S. Mail or via submission through the Settlement Website, by
10 the Claims Deadline or be forever barred.

11 **4.2 Right to Opt Out, Comment, or Object.** The Notice shall advise the
12 Class Members of their rights, including the right to be excluded from, comment
13 upon, or object to the Settlement Agreement or its terms and conditions. The
14 Notice shall specify that: (i) any objection to the Settlement Agreement and any
15 papers submitted in support of an objection shall be considered by the Court at the
16 Final Approval Hearing only if, on or before the Objection/Exclusion Deadline
17 approved by the Court and specified in the Notice, the Person making an objection
18 files notice of his or her intention to do so and at the same time files copies of such
19 papers he or she proposes to submit at the Final Approval Hearing with the Clerk
20 of the Court and sends copies of such papers by mail, hand, or overnight delivery
21 service to Class Counsel and 7-Eleven’s Counsel, and (ii) that any objection made
22 by a Class Member represented by counsel must be filed through the Court’s
23 CM/ECF system.

24 **4.3 Objections.** Any member of the Class who intends to object to this
25 Agreement must include in the objection his/her name and address; include all
26 arguments, citations, and evidence supporting the objection (including copies of
27 any documents relied on); state that he or she is a Class Member; and provide a
28 statement indicating whether the objector intends to appear at the Final Approval

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1 Hearing and, if so, whether the appearance will be with or without counsel. Any
2 Class Member who fails to timely file a written objection with the Court and
3 notice of his or her intent to appear at the Final Approval Hearing in accordance
4 with the terms of this section and as detailed in this Notice, and at the same time
5 provide copies to designated counsel for the Parties, shall not be permitted to
6 object to this Agreement at the Final Approval Hearing, and shall be foreclosed
7 from seeking any review of this Agreement by appeal or other means and shall be
8 deemed to have waived his, her, or its objections and be forever barred from
9 making any such objections in the Action or any other action or proceeding. To be
10 valid, the objection must be filed with the Court and delivered or postmarked and
11 sent via mail to Class Counsel and 7-Eleven's Counsel on or before the
12 Objection/Exclusion Deadline approved by the Court and specified in the Short
13 Form and Long Form Notice.

14 **4.4 Exclusion.** A member of the Class may request to be excluded from
15 the Class in writing by a request postmarked on or before the Objection/Exclusion
16 Deadline approved by the Court and specified on the Notice. To exercise the right
17 to be excluded, a member of the Class must timely send a written request for
18 exclusion to the Settlement Administrator providing his/her name and address, the
19 name and number of the case, and a statement that such Person intends to be
20 excluded from the Settlement. A request to be excluded that does not include all of
21 this information, that is sent to an address other than that designated in the Notice,
22 or that is not postmarked within the time specified shall be invalid, and the
23 Person(s) serving such a request shall be a member(s) of the Class and shall be
24 bound as Class Members by the Agreement, if approved. Any Class Member who
25 elects to be excluded shall not: (i) be bound by any orders of the Final Order; (ii)
26 be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue
27 of this Agreement; or (iv) be entitled to object to any aspect of this Agreement.
28 The request for exclusion must be personally signed by the Person requesting

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1 exclusion. So-called “mass” or “class” opt-outs shall not be allowed.

2 **4.5 Settlement Administration Costs** are payable from the Settlement
3 Fund, as approved by the Court.

4 **4.6 Binding Settlement.** Any Class Member who does not, in
5 accordance with the terms and conditions of this Agreement, seek timely
6 exclusion from the Class or timely file an Approved Claim shall be deemed a
7 Class Member bound by this Agreement, but shall not be entitled to receive any
8 cash award or any other benefits pursuant to this Agreement but will otherwise be
9 bound together with all respective Class Members by all of the terms of this
10 Agreement, including the terms of the Final Order to be entered in the Action and
11 Releases provided for in the Agreement, and will thus be barred from bringing any
12 action against any of the Released Parties concerning the Released Claims.

13 **5. SETTLEMENT ADMINISTRATION**

14 **5.1 Claims Process.** The Settlement Administrator shall, under the
15 Court’s supervision, administer the relief provided by this Settlement Agreement
16 by processing Claim Forms in a rational, responsive, cost-effective, and timely
17 manner. The Settlement Administrator shall maintain reasonably detailed records
18 of its activities under this Agreement. The Settlement Administrator shall ensure
19 that all such records will be made available for inspection and copying to Class
20 Counsel and 7-Eleven’s Counsel upon request. The Settlement Administrator shall
21 also provide reports and other information to the Court as the Court may require.
22 The Settlement Administrator shall provide Class Counsel and 7-Eleven’s Counsel
23 with information concerning the Notice as well as the administration and
24 implementation of the Settlement Agreement. Should the Court request, the
25 Parties, in conjunction with the Settlement Administrator, shall submit a timely
26 report to the Court summarizing the work performed by the Settlement
27 Administrator, including a report of all amounts from the Settlement Fund paid to
28 Settlement Class Members on account of Approved Claims. Without limiting the

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1 foregoing, the Settlement Administrator shall:

2 a) Forward to 7-Eleven's Counsel and Class Counsel, all
3 original (or suitable copies of) documents and other materials received in
4 connection with the administration of the Settlement, within fifteen (15) days after
5 the date on which all Claim Forms have been finally approved or disallowed in
6 accordance with the terms of this Agreement;

7 b) Receive requests to be excluded from the Class and other
8 requests from Class Members and promptly provide to Class Counsel and 7-
9 Eleven's Counsel copies upon receipt. If the Settlement Administrator receives
10 any requests for exclusion or other requests from Class Members after the
11 deadline for the submission of such forms and requests, the Settlement
12 Administrator shall promptly provide copies thereof to Class Counsel and 7-
13 Eleven's Counsel.

14 c) Provide weekly or other periodic reports to Class Counsel
15 and 7-Eleven's Counsel, including without limitation, reports regarding the
16 number of Claim Forms received and the amount of the payments sought, the
17 number approved by the Settlement Administrator, and the categorization and
18 description of Claim Forms rejected, in whole or in part, by the Settlement
19 Administrator; and

20 d) Make available for inspection and copying by Class Counsel
21 and/or 7-Eleven's Counsel, the Claim Forms and any supporting documentation
22 received by the Settlement Administrator at any time upon reasonable notice.

23 **5.2 Valid Claim Forms.** The Settlement Administrator shall reject a
24 Claim Form, or any part of a Claim for a payment with due regard for 7-Eleven
25 records to verify the submissions of any claim presented, including without
26 limitation, where the name provided on the Claim Form does not appear on the
27 Class List or cannot be validated as having been considered for employment by 7-
28 Eleven. In addition, the Settlement Administrator shall be obliged to employ

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1 reasonable procedures to screen claims for abuse or fraud and deny Claim Forms
2 where there is evidence of abuse or fraud. The Settlement Administrator shall
3 determine whether a Claim Form submitted by a Class Member is an Approved
4 Claim and shall reject Claim Forms that fail to comply with the instructions or the
5 terms of this Agreement, after giving the claimant a reasonable opportunity to
6 provide any requested missing information, but in no event shall any Class
7 Member have more than thirty (30) days after being noticed by the Settlement
8 Administrator of any question or deficiency in the submitted Claim Form to
9 answer the question or cure such deficiency.

10 **5.3 Challenges to Validity of Claim Form.** Both Class Counsel and 7-
11 Eleven, either individually or jointly, shall have the right to challenge the
12 acceptance or rejection of a Claim Form submitted by a Class Member. The
13 Settlement Administrator shall be bound by any agreed decisions of Class Counsel
14 and 7-Eleven's Counsel as to the validity of any disputed Claim Form. To the
15 extent Class Counsel and 7-Eleven are not able to agree on the disposition of a
16 challenge, the Parties shall present such challenges to the mediator, Michael
17 Dickstein, for binding, non-appealable decision as to such challenge, subject to
18 any confidentiality provisions as necessary to assure the privacy of the person
19 whose claim is challenged.

20 **5.4 Administrator's Request for Information.** In the exercise of its
21 duties outlined in this Agreement, the Settlement Administrator shall have the
22 right to reasonably request additional information from the Parties or any Class
23 Member.

24 **5.5 Fairness Hearing.** The Final Approval Hearing shall be no earlier
25 than forty-five (45) days after the Notice described in Section 4.1 is provided or
26 such other time as the Court shall set.

27 **5.6 Confidentiality of Information.** The Settlement Administrator and
28 the Parties each agree to keep all information received under Section 5 of this

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1 Agreement—including the Class List and all personal information of the Class
2 obtained therefrom—confidential and may use it only for purposes of effectuating
3 this Agreement.

4 **6. TERMINATION OR RESCISSION OF SETTLEMENT**

5 **6.1 Termination Events.** Subject to Section 9 below, the Class
6 Representative, on behalf of the Class, or Defendant and each or any of them, shall
7 have the right to terminate this Agreement by providing written notice of the
8 election to do so (“Termination Notice”) to all other Parties within ten (10)
9 business days of any of the following events: (i) the Court’s refusal to grant
10 Preliminary Approval of this Agreement in any material respect, including without
11 limitation the Court’s refusal to approve the reversion of monies remaining in the
12 Settlement Fund to 7-Eleven; (ii) the Court’s refusal to grant final approval of this
13 Agreement in any material respect; (iii) the Court’s refusal to enter the Final Order
14 in this Action in any material respect; (iv) the date upon which the Final Order is
15 modified or reversed in any material respect by the Court of Appeals or the
16 Supreme Court; or (v) the date upon which the Alternate Order, as defined in
17 Section 9.1(d) of this Agreement, is modified or reversed in any material respect
18 by the Court of Appeals or the Supreme Court.

19 **6.2 Termination or Rescission by Defendant.** Notwithstanding any
20 other provision contained herein to the contrary, Defendant shall have the right,
21 but not the obligation, to terminate and rescind this Agreement if over five (5)
22 percent of the Class files valid requests for exclusion from this Agreement. To
23 exercise this right, Defendant must provide written notice to Plaintiff no later than
24 fourteen (14) days following the Objection/Exclusion Deadline. If Defendant
25 terminates or rescinds this Agreement, then the Defendant’s obligations under the
26 Agreement will cease to have any force and effect, the Agreement will be vacated,
27 canceled, and annulled, and the Parties will return to the status quo ante as if they
28 had not entered into the settlement. In addition, the settlement and all negotiations

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1 and proceedings related to the settlement will be without prejudice of the rights of
2 the Parties, and evidence of the settlement, negotiations, and proceedings will be
3 inadmissible and will not be discoverable.

4 **7. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL**
5 **ORDER**

6 **7.1 Motion for Preliminary Approval.** Promptly after the execution of
7 this Settlement Agreement, Class Counsel shall submit this Agreement together
8 with its Exhibits to the Court and shall move the Court for Preliminary Approval
9 of the settlement set forth in this Agreement and entry of a Preliminary Approval
10 Order, which order shall set a Final Approval Hearing date, the
11 Objection/Exclusion deadline, the Claims Deadline, and approve the Notice and
12 Claim Form for dissemination in accordance with the Notice Plan, substantially in
13 the forms attached as Exhibits B and C.

14 **7.2 Final Approval Hearing.** At the time of the submission of this
15 Agreement to the Court as described above, Class Counsel shall request that, after
16 Notice is given, the Court hold a Final Approval Hearing and approve the
17 settlement of the Action as set forth in this Agreement.

18 **7.3 Final Approval Order.** After Notice is given, Class Counsel shall
19 request from the Court a Final Order. The Final Order will (among other things):

- 20 a) find that the Court has personal jurisdiction over all Class
21 Members and that the Court has subject matter jurisdiction to approve the
22 Agreement, including all attached exhibits;
23 b) approve the Agreement and the proposed settlement as fair,
24 reasonable and adequate as to, and in the best interests of, the Class Members;
25 direct the Parties and their counsel to implement and consummate the Agreement
26 according to its terms and provisions; and declare the Agreement to be binding on
27 all pending and future lawsuits or other proceedings maintained by or on behalf of
28 Plaintiffs and the Releasing Parties;

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1 c) find that the Notice and the Notice Plan implemented
2 pursuant to the Agreement (i) constitute the best practicable notice under the
3 circumstances; (ii) constitute notice that is reasonably calculated, under the
4 circumstances, to apprise the Class of the pendency of the Action, their right to
5 object or exclude themselves from the proposed Agreement, and to appear at the
6 Final Approval Hearing; (iii) are reasonable and constitute due, adequate, and
7 sufficient notice to all persons entitled to receive notice; and (iv) meet all
8 applicable requirements of the Federal Rules of Civil Procedure, the Due Process
9 Clause of the United States Constitution, and the rules of the Court;

10 d) find that the Class Representative and Class Counsel
11 adequately represented the Class for purposes of entering into and implementing
12 the Agreement;

13 e) dismiss this Action (including all individual claims and class
14 action claims presented thereby) on the merits and with prejudice, without fees or
15 costs to any party except as provided in the Settlement Agreement;

16 f) incorporate the Release set forth above, make the Release
17 effective as of the Effective Date, and forever discharge the Released Parties as set
18 forth in this Agreement;

19 g) permanently bar and enjoin all Class Members who have not
20 been properly excluded from the Class from filing, commencing, prosecuting,
21 intervening in, or participating (as class members or otherwise) in, any lawsuit or
22 other action in any jurisdiction based on the Released Claims;

23 h) authorize the Parties, without further approval from the
24 Court, to agree to and adopt such amendments, modifications and expansions of
25 the Settlement Agreement and its implementing documents (including all exhibits
26 to this Agreement) as (i) shall be consistent in all material respects with the Final
27 Order, or (ii) do not limit the rights of Class Members; and without affecting the
28 finality of the Final Order for purposes of appeal, retain jurisdiction as to all

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1 matters relating to administration, consummation, enforcement, and interpretation
2 of the Settlement Agreement and the Final Order, and for any other necessary
3 purpose; and

4 i) incorporate any other provisions, as the Court deems
5 necessary and just.

6 **8. ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES AND**
7 **CLASS REPRESENTATIVE INCENTIVE AWARD.**

8 **8.1 Attorneys' Fees and Costs.** No later than fourteen (14) days before
9 the Objection Deadline, Class Counsel may make written application to the Court
10 for a Fee Award not to exceed, in the aggregate, one-third (33.33%) of the
11 Settlement Fund. The Parties agree that the Court (and only the Court) shall
12 determine the final amount of the Fee Award in this Action. Any Fee Award shall
13 be paid out of the Settlement Fund.

14 **8.2 Payment of Fees and Costs.** Class Counsel shall, within seven (7)
15 days following the Funding Date, be paid the amount of attorneys' fees and
16 expenses approved by the Court. Any payment of the Fee Award from the
17 Settlement Fund shall be paid by the Settlement Administrator via electronic
18 transfer to an account designated by Class Counsel providing necessary
19 information to the Settlement Administrator. Class Counsel agree and represent
20 that in no event shall Defendant collectively pay or be obligated to pay in excess
21 of the Fee Award determined by the Court for Class Counsel's attorneys' fees and
22 expenses.

23 **8.3 Incentive Award for Class Representative.** In addition to any
24 Approved Claim payment to which he may be entitled to under the Settlement
25 Agreement, and provided that he does so qualify for an Approved Claim, in
26 recognition of his efforts on behalf of the Class, the Class Representative shall,
27 subject to the approval of the Court, be awarded an incentive award in the
28 aggregate amount to be determined by the Court upon written application to the

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1 Court made no later than fourteen (14) days before the Objection Deadline. 7-
2 Eleven agrees that an incentive award of \$5,000 is reasonable and that it shall not
3 oppose such award, directly or indirectly. This sum shall be paid in recognition of
4 the Plaintiff's time, exposure, and effort serving as the Class Representative in this
5 litigation. The Settlement Administrator shall pay said amount via check from the
6 Settlement Fund to the Class Representative, such check to be sent care of Class
7 Counsel, within seven (7) days after the Funding Date.

8 **9. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL,**
9 **CANCELLATION, OR TERMINATION**

10 **9.1 Effective Date of Settlement.** The Effective Date of this Settlement
11 Agreement shall not occur unless and until each of the following events occurs
12 and shall be the date upon which the last (in time) of the following events occurs:

13 a) This Agreement has been signed by Class Counsel, the Named
14 Plaintiff, 7-Eleven and 7-Eleven's Counsel;

15 b) The Court has entered the Preliminary Approval Order;

16 c) The Court has entered an order finally approving the
17 Agreement, following notice to the Class and a Final Approval Hearing, as
18 provided in the Federal Rules of Civil Procedure, and has entered the Final Order,
19 or an order substantially consistent with this Agreement; and

20 d) The Final Order has become Final, as defined above, or, in the
21 event that the Court enters a final order in a form other than that provided above
22 ("Alternate Order") and that has the consent of the Parties, such Alternate Order
23 becomes Final.

24 **9.2 Failure of Effective Date.** If some or all of the conditions specified
25 in Section 9.1 are not met, or in the event that this Agreement is not approved by
26 the Court, or the settlement set forth in this Agreement is terminated or fails to
27 become effective in accordance with its terms, then this Agreement shall be
28 canceled and terminated subject to Section 9.3 unless the Plaintiff and Defendant

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1 mutually agree in writing to proceed with the Agreement. If any party to this
2 Agreement is in material breach of the terms of this Agreement, any other party,
3 provided that it is in substantial compliance with the terms of the Agreement, may
4 terminate this Agreement on notice to all of the Settling Parties. Notwithstanding
5 anything in this Agreement, the Parties agree that the Court's failure to approve, in
6 whole or in part, the attorneys' fees payment to Class Counsel set forth in Section
7 8.1 and 8.2 above shall not prevent the Agreement from becoming effective, nor
8 shall it be grounds for termination.

9 **9.3 Status Quo Ante.** If this Agreement is terminated or fails to become
10 effective for the reasons set forth in Sections 6.1, 6.2, 9.1 or 9.2 above, the Parties
11 shall be restored to their respective positions in the Action as of the date of the
12 signing of this Agreement with all claims or their defenses fully preserved. In such
13 event, any Final Order or other order entered by the Court in accordance with the
14 terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties
15 shall be returned to the *status quo ante* with respect to the Action as if they had
16 never entered into this Agreement, subject to reasonable extensions of time as to
17 any deadlines.

18 **9.4 No Admission of Liability.** Nothing in this Agreement or in any
19 other document related to this Settlement will be construed as or deemed an
20 admission of liability, culpability, negligence, reckless disregard, or wrongdoing
21 on the part of Defendant. Likewise, nothing in this Agreement or in any other
22 document related to this Settlement will be construed as or deemed an admission
23 regarding the infirmity of any claim or legal argument or theory on the part of
24 Plaintiff. Each of the Parties has entered into this Agreement with the intention of
25 avoiding further disputes and litigation and the attendant inconvenience, expense,
26 and unpredictability.

27 **10. MISCELLANEOUS PROVISIONS**

28 **10.1 Good Faith Efforts.** The Parties: (i) acknowledge that it is their
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1 intent to consummate this Settlement Agreement; and (ii) agree, subject to their
2 ethical, fiduciary, and legal obligations, to cooperate to the extent reasonably
3 necessary to effectuate and implement all terms and conditions of this Agreement
4 and to exercise their reasonable best efforts to accomplish the foregoing terms and
5 conditions of this Agreement. The Parties, Class Counsel, and 7-Eleven's Counsel
6 all agree to cooperate with one another in seeking Court approval of the
7 Preliminary Approval order, the Settlement Agreement, and the Final Order, and
8 promptly to agree upon and execute all such other documentation as may be
9 reasonably required to obtain final approval of the Agreement.

10 **10.2 All Disputes Resolved.** The Parties intend this Settlement Agreement
11 to be a final and complete resolution of all disputes between them with respect to
12 the Released Claims by the Releasing Parties and each or any of them, on the one
13 hand, against the Released Parties, and each or any of them, on the other hand.
14 Accordingly, the Parties agree not to assert in any forum that the Action was
15 brought by Plaintiff or defended by Defendant, or each or any of them, in bad faith
16 or without a reasonable basis.

17 **10.3 Advice of Counsel.** The Parties have relied upon the advice and
18 representation of counsel, selected by them, concerning their respective legal
19 liability for the claims hereby released. The Parties have read and understand fully
20 this Agreement and have been fully advised as to the legal effect thereof by
21 counsel of their own selection and intend to be legally bound by the same.

22 **10.4 No Admission or Concessions.** Whether or not the Effective Date
23 occurs or the Settlement Agreement is terminated, neither this Agreement nor the
24 settlement contained in this Agreement, nor any act performed or document
25 executed pursuant to or in furtherance of this Agreement or the settlement:

26 a) is, may be deemed, or shall be used, offered or received
27 against the Released Parties, or each or any of them, as an admission, concession,
28 or evidence of, the validity of any Released Claims, the truth of any fact alleged by

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1 the Plaintiffs, the deficiency of any defense that has been or could have been
2 asserted in the Action, the violation of any law or statute, the reasonableness of the
3 settlement amount or the fee award, or of any alleged wrongdoing, liability,
4 negligence or fault of the Released Parties, or any of them;

5 b) is, may be deemed, or shall be used, offered, or received
6 against the Settlement Class as an admission, concession, or evidence of any fault,
7 misrepresentation, or omission with respect to any statement or written document
8 approved or made by the Released Parties, or any of them;

9 c) is, may be deemed, or shall be used, offered, or received
10 against the Released Parties, or each or any of them, as an admission or concession
11 with respect to any liability, negligence, fault or wrongdoing as against any
12 Released Parties, in any civil, criminal, or administrative proceeding in any court,
13 administrative agency, or other tribunal. However, the settlement, this Agreement,
14 and any acts performed or documents executed in furtherance of or pursuant to this
15 Agreement or Settlement may be used in any proceedings as may be necessary to
16 enforce the provisions of this Agreement. If this Settlement Agreement is approved
17 by the Court, any of the Parties or any of the Released Parties may file this
18 Agreement or the Final Order in any action that may be brought against such Party
19 or Parties in order to support a defense or counterclaim based on principles of *res*
20 *judicata*, collateral estoppel, waiver, release, accord and satisfaction, good faith
21 settlement, judgment bar or reduction, or any other theory of claim preclusion or
22 issue preclusion or similar defense or counterclaim;

23 d) is, may be deemed, or shall be construed against Plaintiffs, the
24 Settlement Class or each or any of them, or against the Released Parties, or each or
25 any of them, as an admission or concession that the consideration to be given
26 hereunder represents an amount equal to, less than, or greater than that amount that
27 could have or would have been recovered after trial; and

28 e) is, may be deemed, or shall be construed as or received in
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1 evidence as an admission or concession against Plaintiffs, the Settlement Class, or
2 each and any of them, or against the Released Parties, or each or any of them, that
3 any of Plaintiffs' claims are with or without merit or that damages recoverable in
4 the Action would have exceeded or would have been less than any particular
5 amount.

6 **10.5 Headings/Captions.** The headings used in this Agreement are used
7 for the purpose of convenience only and are not meant to have legal effect.

8 **10.6 Waiver.** The waiver by one Party of any breach of this Agreement by
9 any other Party shall not be deemed as a waiver of any other prior or subsequent
10 breaches of this Agreement. The Parties agree that this Agreement may not be
11 waived except by a writing signed by the Class Representative and a duly-
12 authorized representative of Defendant.

13 **10.7 Recitals and Exhibits.** All the Recitals and Exhibits to this
14 Agreement are material and integral parts of it and are fully incorporated into this
15 Agreement by this reference.

16 **10.8 Entire Agreement.** This Agreement and its Exhibits set forth the
17 entire agreement and understanding of the Parties with respect to the matter set
18 forth herein, and supersede all prior negotiations, agreements, arrangements, and
19 undertakings with respect to the matters set forth herein. No representations,
20 warranties, or inducements have been made to any Party concerning this
21 Settlement Agreement or its Exhibits other than the representations, warranties,
22 and covenants contained and memorialized in such documents. This Agreement
23 may be amended or modified only by a written instrument signed by or on behalf
24 of each of the Parties and their duly-authorized representatives or their respective
25 successors-in-interest.

26 **10.9 Defendants' Fees and Costs.** Defendant shall bear its own attorneys'
27 fees and costs.

28 **10.10 No Assignments.** All Parties represent and warrant that they have not
STIPULATION OF SETTLEMENT

1 assigned any claim or right or interest therein as against the Released Parties to
2 any other Person or Party and that they are fully entitled to release the same.

3 **10.11 Authorized Signatures.** Each counsel or other Person executing this
4 Settlement Agreement, any of its Exhibits, or any related settlement documents on
5 behalf of any Party to this Agreement warrants and represents that such Person has
6 the full authority to do so and has the authority to take appropriate action required
7 or permitted to be taken pursuant to the Agreement to effectuate its terms.

8 **10.12 Counterparts Same as Original.** This Agreement may be executed
9 in one or more counterparts. All executed counterparts and each of them shall be
10 deemed to be one and the same instrument provided that counsel for the Parties to
11 this Agreement all exchange original signed counterparts. A complete set of
12 original executed counterparts shall be filed with the Court if the Court so
13 requests.

14 **10.13 Successors and Assigns.** This Settlement Agreement shall be binding
15 on, and inure to the benefit of, the successors and assigns of the Parties to this
16 Agreement and the Released Parties. The Parties represent, covenant, and warrant
17 that they have not directly or indirectly assigned, transferred, encumbered, or
18 purported to do so to any person or entity any portion of any liability, claim,
19 demand, action, cause of action, or rights released and discharged as set forth in
20 this Agreement.

21 **10.14 Jurisdiction Over Agreement.** This Court shall retain jurisdiction
22 with respect to implementation and enforcement of the terms of this Agreement,
23 and all Parties to this Agreement submit to the jurisdiction of the Court for
24 purposes of implementing and enforcing the settlement embodied in this
25 Agreement.

26 **10.15 Stay of Proceedings Pending Preliminary and Final Approval.**
27 All proceedings in the Action shall be stayed and abated following entry of the
28 Preliminary Approval Order, except as may be necessary to implement the
STIPULATION OF SETTLEMENT

1 Settlement Agreement or comply with the terms of the Settlement. Pending
2 determination of whether the Settlement Agreement should be granted final
3 approval, the Parties in the Action agree not to pursue any claims or defenses
4 otherwise available to them.

5 **10.16 No Admissions or Concessions.** Whether or not the Settlement
6 Agreement is signed or otherwise approved or if this Settlement Agreement is
7 terminated, neither this Settlement Agreement nor the settlement contained herein,
8 nor any act performed or document executed pursuant to or in furtherance of this
9 Agreement or the settlement may be deemed, or shall be used, offered or received
10 against the Released Parties, or each or any of them, as an admission, concession
11 or evidence of, the validity of any Released Claims, the truth of any fact alleged
12 by the Plaintiff, the deficiency of any defense that has been or could have been
13 asserted in the Action, the violation of any law or statute, the reasonableness of the
14 settlement amount or the fee award, or of any alleged wrongdoing, liability,
15 negligence, or fault of the Released Parties, or any of them. Additionally, neither
16 the Settlement, nor any act performed or document executed pursuant to or in
17 furtherance of the Settlement, is or may be deemed a waiver of 7-Eleven's right to
18 challenge the Court's prior grant of class certification if this Settlement for any
19 reason does not become Final.

20 **10.17 Applicable Law.** This Settlement Agreement shall be governed by
21 and construed in accordance with the laws of the State of California.

22 **10.18 Arms-Length Negotiations.** This Agreement is deemed to have been
23 prepared by counsel for all Parties, as a result of arm's-length negotiations among
24 the Parties with the aid of a neutral mediator. Whereas all Parties have contributed
25 substantially and materially to the preparation of this Agreement, it shall not be
26 construed more strictly against one Party than another.

27 **10.19 Notice to Parties and Counsel.** Where this Agreement requires
28 notice to the Parties, such notice shall be sent to the undersigned counsel by email
STIPULATION OF SETTLEMENT

1 to their designated accounts in the Action, certified mail in care of the United
2 States Postal Service (USPS) or by overnight mail in care of the USPS or such
3 recognized commercial carrier as Federal Express, UPS or the like with proof of
4 delivery:

5 (a) For Plaintiff & the Class: Steven L. Woodrow, Patrick H. Peluso,
6 Woodrow & Peluso, LLC, 3900 East Mexico Avenue, Suite 300, Denver,
7 Colorado 80210, swoodrow@woodrowpeluso.com,
8 ppeluso@woodrowpeluso.com; and

9 (b) For 7-Eleven: Julie R. Trotter, Delavan J. Dickson, and Kent R.
10 Christensen CALL & JENSEN, 610 Newport Center Drive, Suite 700,
11 Newport Beach, California 92660, jtrotter@calljensen.com,
12 ddisckson@calljensen.com, kchristensen@calljensen.com

13 [SIGNATURE PAGE FOLLOWS]
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STIPULATION OF SETTLEMENT

1
2 *For Plaintiff and the Class*

3 **EDUARDO MUNOZ**

4
5 Edwardo munoz

6
7 Date: 06 / 17 / 2019

8
9
10 *For Defendant*

11 **7-ELEVEN, INC.**

12
13
14
15
16 By: _____

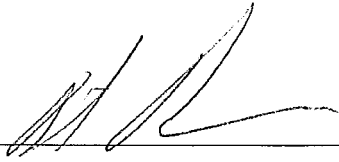
17 Title: _____

18
19 Date: _____

20
21
22
23
24
25
26
27
28
STIPULATION OF SETTLEMENT

Approved as to form by counsel for the Parties:

WOODROW & PELUSO, LLC



By: Patrick Peluso

Title: Partner

Date: 6/17/19

CALL & JENSEN, P.C.

By: _____

Title: _____

Date: _____

STIPULATION OF SETTLEMENT

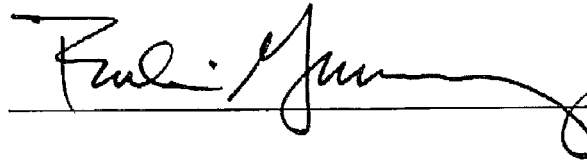
For Plaintiff and the Class

EDUARDO MUNOZ

Date: _____

For Defendant

7-ELEVEN, INC.



By: Rowkin Acosway

Title: Senior Vice President

Date: June 18, 2019

Approved as to form by counsel for the Parties:

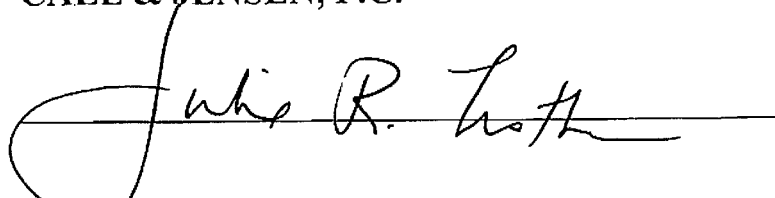
WOODROW & PELUSO, LLC

By: _____

Title: _____

Date: _____

CALL & JENSEN, P.C.

A handwritten signature in black ink, appearing to read "Julie R. Trotter", is written over a horizontal line.

By: Julie R. Trotter

Title: Attorney for 7-Eleven, Inc.

Date: June 18, 2019

EXHIBIT A

**UNITED STATES DISTRICT COURT FOR THE
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

**If 7-Eleven, Inc. (“7-Eleven”) Obtained a Background Check in Regard to Your
Actual or Prospective Employment, You Could Get a Payment from a
Class Action Settlement**

A Federal Court authorized this notice. This is not a solicitation from a lawyer.

- A Settlement has been reached in a class action lawsuit about whether 7-Eleven used a disclosure form when it obtained background checks about its applicants and employees that complied with the Fair Credit Reporting Act, 15 U.S.C. § 1681b *et seq.* (“FCRA”) and whether 7-Eleven provided other notices required by the FCRA.
- Persons included in the Settlement who file valid Claim Forms will be eligible to receive a payment from the Settlement Fund up to five-hundred fifty dollars (\$550). The actual amount of the payments will be based on the number of valid claim forms submitted, administrative costs, and any incentive award or attorney’s fees and expenses approved by the Court.
- Please read this notice carefully. Your legal rights are affected whether you act, or don’t act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way to receive a payment.
EXCLUDE YOURSELF	You will receive no benefits, but you will retain any rights you currently have to sue the Defendant about the claims in this case.
OBJECT	Write to the Court explaining why you don’t like the Settlement.
GO TO THE HEARING	Ask to speak in Court about your opinion of the Settlement.
DO NOTHING	You won’t get a share of the Settlement benefits but still give up your rights to sue the Defendant about the claims in this case.

These rights and options – **and the deadlines to exercise them** – are explained in this Notice

BASIC INFORMATION

CALL 1-800-000-0000 FOR THE SETTLEMENT ADMINISTRATOR OR 720-213-0676 FOR CLASS COUNSEL

1. Why was this Notice issued?

A Court authorized this notice because you have a right to know about the proposed Settlement of this class action lawsuit and about all of your options, before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Judge R. Gary Klausner of the U.S. District Court for the Central District of California is overseeing this case. The case is known as *Edwardo Munoz v. 7-Eleven, Inc.*, Case No. 2:18-cv-03893-RGK-AGR. Mr. Munoz, the person who sued, is called the Plaintiff/Class Representative. The Defendant is 7-Eleven.

2. What is a Class Action?

In a class action, one or more named plaintiffs called Class Representatives (in this case, Edwardo Munoz) sues on behalf of a group or a “class” of people who have similar claims. In a class action, the court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

3. What is this Lawsuit about?

This lawsuit alleges that 7-Eleven violated the Fair Credit Reporting Act, 15 U.S.C. § 1681b *et seq.* (“FCRA”) by not using a “standalone” disclosure and authorization that notified applicants and employees that it might obtain background checks in regard to their employment. 7-Eleven denies that it violated any law and maintains that it could have asserted several defenses.

The Court has not determined who is right. Rather, the Parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

4. Why is there a Settlement?

The Court has not decided whether the Plaintiff or the Defendant should win this case. Instead, both sides agreed to a Settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and Class Members will get compensation now rather than, if at all, years from now.

WHO’S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Class?

The Court in this case certified a class and subclass on October 18, 2018 (dkt. 43), defined as follows:

Disclosure Class: All persons in the United States who (1) from a date [two years] prior to the filing of this initial complaint in this action to the date notice is sent to the Disclosure Class; (2) applied for employment with Defendant; (3) about whom Defendant procured a consumer report; and (4) who were provided the same form FCRA disclosure and authorization as the disclosure and authorization form that Defendant provided to Plaintiff.

California Subclass: All members of the Disclosure Class who reside in California.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

7-Eleven has agreed to fund a Settlement Fund of \$1,972,500 U.S. dollars. The cost to send notice to the class and administer the Settlement, as well as attorneys' fees and payments to the Class Representatives, will come out of this amount (*see* Question 13). The amount remaining after deducting these costs (the "Net Settlement Fund") will be used to pay the claims of eligible Class Members who submit valid claims.

Persons who file valid claims and who are part of this class according to 7-Eleven's records will be eligible to receive One (1) Claimant Payment of equal value from the Net Settlement Fund.

7. How much will my payment be?

If you are member of the Class and the Court gives final approval to the Settlement, you may be entitled to receive a check for an amount equal to the value of the One (1) Claimant Payment. The amount of your exact payment cannot be calculated at this time. Your payment will depend on the total number of valid claims that are filed, the cost of the Notice, and any incentive award to the Class Representatives and award of attorneys' fees to Class Counsel. The Class is estimated to include approximately 59,920 persons.

8. When will I get my payment?

You should receive a check from the settlement administrator within 60-90 days after the Settlement has been finally approved and/or after any appeals have been resolved in favor of the Settlement. The hearing to consider the final fairness of the Settlement is scheduled for [Fairness Hearing Date.] All checks will expire and become void 90 days after they are issued.

HOW TO GET BENEFITS

9. How do I get benefits?

If you are a Class Member and you want to participate in the Settlement, you must complete and submit a Claim Form, under penalty of perjury, by **[CLAIMS DEADLINE]**. The Claim form is included with this notice and can be found by calling, toll free, 1-800-000-0000 or by contacting Class Counsel at (720) 213-0676. The Claim Form can be submitted online at the Settlement Website or downloaded and submitted by mail.

REMAINING IN THE SETTLEMENT

10. What am I giving up if I stay in the Class?

If the Settlement becomes final, you will give up your right to sue 7-Eleven for the claims being resolved by this Settlement. The specific claims you are giving up against 7-Eleven are described in Section 1.36 of the Settlement Agreement. You will be "releasing" the Defendant and all related people as described

in Section 1.37 of the Settlement Agreement. Unless you exclude yourself (*see* Questions 14 & 15), you are “releasing” the claims, regardless of whether you submit a claim form or not. The Settlement Agreement is available at [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com).

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to Class Counsel listed in Questions 12 and 17 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

11. What happens if I do nothing at all?

If you do nothing, you won’t get any benefits from this Settlement. But, unless you exclude yourself, you won’t be able to start a lawsuit or be part of any other lawsuit against the Defendant for the claims being resolved by this Settlement.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in the case?

The Court has appointed Steven L. Woodrow, Patrick H. Peluso, and Taylor T. Smith of Woodrow & Peluso, LLC, to be the attorneys representing the Settlement Class. They are called “Class Counsel.” Class Counsel believes, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Class and Subclass. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense. You may also enter an appearance though an attorney if you so desire.

13. How will the lawyers be paid?

The Settlement Agreement allows Class Counsel to submit a petition for reasonable attorneys' fees of up to _____ of the Settlement Fund as fees and expenses for investigating the facts, litigating the case, and negotiating the Settlement in this matter. Class Counsel may seek, and the Court may award less, than this amount. Under the Settlement Agreement, any amount awarded to Class Counsel will be paid out of the Settlement Fund.

Subject to approval by the Court, Defendant has agreed to pay an incentive award to the Class Representative from the Settlement Fund for his service in helping to litigate and settle this case.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter (or request for exclusion) by mail stating that you want to be excluded from *Edwardo Munoz v. 7-Eleven, Inc.* Case No. 2:18-cv-03893-RGK-AGR. Your letter or request for exclusion must also include your name, your address, the phone number that received the relevant telephone calls, and your signature. You must mail your exclusion request so that it is postmarked no later than [Objection/Opt Out Deadline] to:

Edwardo Munoz v. 7-Eleven, Inc.

Case No. 2:18-cv-03893-RGK-AGR

[Address Line 1]

[Address Line 2]

[TOLL FREE NUMBER]

The Court will exclude from the Class or Subclass any Class or Subclass Member who timely requests exclusion from the Class or Subclass.

15. If I don't exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue 7-Eleven for the claims being resolved by this Settlement.

16. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, do not submit a Claim Form to ask for benefits.

OBJECTING TO THE SETTLEMENT

17. How do I object to the Settlement?

If you're a Class or Subclass Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter stating that you object to the Settlement in *Edwardo Munoz v. 7-Eleven, Inc.* Case No. 2:18-cv-03893-RGK-AGR, identify all your reasons for your objections (including citations and supporting evidence), and attach any materials you rely on for your objections. Your letter or brief must also include your name, your address, and your signature.

Class Counsel will file with the Court and post on the Settlement Website under the "Important Documents" tab, its request for attorneys' fees two weeks prior to the objection deadline.

If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in answer to Question Number 21), you must say so in your letter or brief. Mail the objection to these three places postmarked no later than **Month 00, 2019**:

Court	Class Counsel	Defense Counsel
The Honorable R. Gary Klausner c/o Clerk of the Court Roybal Federal Building and U.S. Courthouse, 255 East Temple Street Los Angeles, CA 90012	Steven Woodrow swoodrow@woodrowpeluso.com Woodrow & Peluso, LLC 3900 East Mexico Ave. Ste. 300 Denver, CO 80210 (720) 213-0675	Julie R. Trotter jtrotter@calljensen.com CALL & JENSEN 610 Newport Center Drive Suite 700 Newport Beach, CA 92660 949-717-3000

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18. What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Class is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

19. When and where will the Court decide whether to approve the Settlement?

The Court will hold the Fairness Hearing at [time] on **Month 00, 2019** at the [insert where]. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider the Class Counsel's request for an award of attorneys' fees and expenses; and to consider the request for an incentive award to Class Representative. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check with Class Counsel by calling [insert phone #]. If, however, you timely object to the Settlement and advise the Court that you intend to appear and speak at the Fairness Hearing, you will receive notice of any change in the date of such Fairness Hearing.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

21. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intent to Appear in *Edwardo Munoz v. 7-Eleven* Case No. 2:18-cv-03893-RGK-AGR" It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your Notice of Intent to Appear must be postmarked no later than **Month 00, 2019**, and be sent to the addresses listed in Question 17. You must also state in your objection that you plan on appearing at the hearing.

GETTING MORE INFORMATION

22. Where do I get more information?

This Notice summarizes the Settlement. More details are in the full Settlement Agreement. You can get a copy of the Settlement Agreement by writing the Settlement Administrator at P.O. Box 0000, City, ST 00000 or by visiting [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com). You can call the Settlement Administrator at 1-800-000-0000 or Class Counsel at 1-720-213-0676, if you have any questions. Before doing so, however, please read this full Notice carefully.

EXHIBIT B

Legal Notice

ATTENTION! If You Applied to

**Work at a 7-Eleven Corporate Store
and had a background check
obtained regarding your employment**

from _____, 20__ to

_____, 20__

You May Be Part of a

Class Action Settlement

Learn More At:

[www.\[websiteURL\].com](#)

Edwarado Munoz v. 7-Eleven, Inc. Case

No. 2:18-cv-03893-RGK-AGR

[Settlement Administrator]

[Address Line 1]

[Address Line 2]

[Address Line 3]

First
Class
Postage



Postal Service: Please do not mark barcode

ABC-1234567-8

First Last

Address1

Address2

City, State, Zip Code

Summary Notice

You are receiving this notice because you have been identified as a settlement class member in *Edwardo Munoz v. 7-Eleven, Inc.* 2:18-cv-03893-RGK-AGR, pending in the U.S. District Court for the Central District of California. The Court has preliminarily approved a settlement that could impact your legal rights, whether you act or not. This is only a summary of the Full Notice. Visit [www.\[websiteurl\].com](http://www.[websiteurl].com) to read the Full Notice, submit a Claim Form, and view important court dates and documents.

Nature of the Action. This lawsuit alleges that 7-Eleven obtained background checks regarding applicants and employees in violation of the Fair Credit Reporting Act, 15 U.S.C. § 1681b, *et. seq.* The Class Representative claims that 7-Eleven obtained the background checks unlawfully insofar as it didn't provide a standalone disclosure and authorization as required by the Act prior to procuring the background check report. 7-Eleven denies that it violated any laws and asserts several defenses. The Court has not determined who is right. Rather, you are receiving this legal notice because your rights may be impacted by the settlement regardless of whether you file a claim.

How Do I Know if I am a Class Member? You fall into the definition of the Settlement Class if you applied to work at 7-Eleven from _____ to _____ and had 7-Eleven obtained a background check regarding your employment.

What are My Options? You may submit a Claim Form to be paid your share of the Net Settlement Fund (equal to the Settlement Fund of \$_____ less all approved Settlement Administration Expenses, and any Incentive Awards and the Fee Award to Class Counsel). You can discuss the case with Class Counsel. You may also enter an appearance through an attorney if you so desire. You may also request to be excluded, and the Court will exclude any member who timely requests exclusion. To request exclusion, you must mail a signed statement that says "I wish to be excluded from *Edwardo Munoz v. 7-Eleven, Inc.* Case No. 17-cv-11630-NGE" to the Settlement Administrator, postmarked by [opt-out/objection deadline]. Specific information is available at www.websiteurl.com. If you do nothing you will be in the Class and you will also be bound by all orders and judgments of the Court entered under Rule 23(c)(3); however, you will NOT receive a share of the Net Settlement Fund. You MUST file a Claim Form to receive a payment. If you request exclusion, you will not be able to participate in the settlement.

Who Represents Me? The Court has appointed Steven L. Woodrow, Patrick H. Peluso, and Taylor T. Smith of Woodrow & Peluso, LLC to be the attorneys for the Class. These attorneys are referred to as Class Counsel. You may hire your own lawyer at your own expense.

How Do I Get More Information? For more information about the proposed settlement and a copy of the full Notice and Claim Form, go to [www.\[websiteurl\].com](http://www.[websiteurl].com), contact the Administrator at [toll free #] or [Address] or call Class Counsel at 720-213-0676.

TO SUBMIT A CLAIM FORM, VISIT:
[www.\[websiteurl\].com](http://www.[websiteurl].com)

To request exclusion, submit your signed statement that says "I wish to be excluded from *Edwardo Munoz v. 7-Eleven, Inc.*"

Case 2:18-cv-03893-RGK-AGR to:

Epiq Systems

Edwardo Munoz v. 7-Eleven, Inc.

Case No. 2:18-cv-03893-RGK-AGR

[Address Line 1]

[Address Line 2]

[TOLL FREE NUMBER]

For all other inquiries, contact Class Counsel at:

Edwardo Munoz v. 7-Eleven, Inc.

Case 2:18-cv-03893-RGK-AGR

Class Counsel

Woodrow & Peluso, LLC

3900 East Mexico Ave., Ste. 300

Denver, CO 80210

(720) 213-0676 swoodrow@woodrowpeluso.com

[www.\[websiteurl\].com](http://www.[websiteurl].com)

EXHIBIT C

CLAIM FORMS MUST BE POSTMARKED NO LATER THAN [Claims Deadline] TO BE ELIGIBLE FOR PAYMENT. MAIL THIS CLAIM FORM TO: Claims Administrator, [Address]. If you have questions, you may call the Settlement Administrator at [toll-free #] or Class Counsel at 1 720-213-0676.